



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 01-01-2009
 EXPIRATION DATE: 12-31-2009
 PAGE: 1 of 5

VENDOR:

Stericycle
PO Box 9001588

Louisville, KY 40290-1588
USA

VENDOR CONTACT:

Eugene Tan
PHONE: 847-943-6636 **EXT:**
EMAIL: customer@stericycle.com

ISSUER:

JEANETTE CHUPP
PHONE: 515-281-6288
EMAIL: Jeanette.Chupp@iowa.gov

FOB FOB Dest, Freight Prepaid

Contract For: Medical Waste Pick-Up and Disposal Services

Contract for the provision of medical waste pick-up and disposal services pursuant to the terms and conditions of RFP0707005017 dated October 2, 2006. Refer to the attached matrix for itemized price schedules.

- Oct. 31, 2007 Update: Stericycle purchase of Commodore.
- January 1, 2008 Price Update: 200 Gallon Red Roll-Away Container .. \$600 for 26-pick-ups per year (up to 6 containers)

Contract Administrator: Eugene Tan, SQG Data Specialist
 Phone: 847-943-6636 or FAX 800-417-0728
 Contact Eugene to begin or discontinue service.

Contact Customer Service at E-Mail: Customer@Stericycle.com or
 Phone 866-783-7422 or FAX 800-381-1062

Review containers at web-site: <http://www.stericycle.com> and refer to the attached matrix for container options and pricing.

OSHA Compliance Manual and update program is available free-of-charge with any flat rate monthly Sterisafe Standard Program service.

OSHA & Bloodborne Pathogen Training CD is available free-of-charge with any monthly service program.

RENEWAL OPTIONS

FROM 01-01-2010 TO 12-31-2010

AUTHORIZED DEPARTMENT

ALL

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.) Stericycle, Inc.		AGENCY NAME Iowa Dept. of Administrative Services	
BY (Authorized Signature) Eugene Tan	Date Signed 12/24/08	BY (Authorized Signature) Jeanette Chupp	Date Signed Dec-24, 2008
Printed Name and Title of Person Signing Eugene Tan, SQ Data Specialist		Printed Name and Title of Person Signing Jeanette Chupp	
Address 2333 Waukegan Rd. Ste. 300 Bannockburn, IL 60015		Address Hoover Bldg, Des Moines, Iowa	



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MA# 005 2481-09

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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	94893	Waste Disposal Services, Medical Medical Waste Pick-Up and Disposal Services Pick-up options for "BOXES" No. BK13, BX13, BX14, and SXC4. Pick-up options for "TUBS" No. ST32, TB04, TB05, TB80, ST75 Pick-Up options for "200 GALLON RED ROLL-AWAY" are as follows: 52/year ... \$576.00 (boxes/tubs) or \$958.24 (roll-away) 26/year ... \$319.05 (boxes/tubs) or \$600.00 (roll-away) 13/year ... \$190.04 (boxes/tubs) or \$285.89 (roll-away) 6 / year ... \$291.12 (boxes/tubs) or \$484.65 (roll-away) 4 / year ... \$200.10 (boxes/tubs) or \$323.10 (roll-away) On-Call .. \$45.00 (boxes/tubs) or \$100.00 (roll-away) (Review spreadsheet for additional information)	\$0.000000 \$0.000000
2	0.00000	94893	Waste Disposal Services, Medical Waste Disposal Services, Medical CONTAINER TYPES / PICKUP QUANTITIES / RATES: Roll-Away Container: - 96-Gallon roll-away container on 4-caster base (max. 4/pick-up). Corrugated Box Sizes (maximum 10/pick-up) : - 2.25 cubic ft., 25 lb., 12 X12 X 23" - 4.5 cubic ft., 40 lb., 17 X 17 X 24" Tub Size (maximum 10/pick-up): - 40 lb. capacity, 18 X 18 X24" PICK-UP OPTIONS INCLUDE: 52/year ... \$485 per month 26/year ... \$262 per month 13/year ... \$140 every 4-weeks 6 / year ... \$200 per Quarter 4 / year ... \$148 per Quarter On-Call ... \$300 per pick-up \$30.00 per container for additional quantities per pick-up. (Review spreadsheet for additional information)	\$0.000000 \$0.000000
3	0.00000	4753425	DISPOSAL CONTAINERS, PARTS AND ACCESSORIES, SHARPS OR EQUAL Disposal Containers Bags available for purchase, for Medical Waste: 38 X 45 .. 3.0 Mil (F169, 100/Case) -- \$.78 each or \$64.95/case 38 X 45 .. 1.5 Mil (F109, 200/Case) -- \$.48 each or \$64.95/case 25 X 34 .. 108M, 250/Case -- \$.38 each or \$39.95/case 23 X 23 .. R116, 10 rolls of 30) --\$5.95 each or \$49.95/case 3 Gallon ..RD630, 10 rolls of 20) -- \$4.95 each or \$29.95/case	\$0.000000 \$0.000000
4	0.00000	4753425	DISPOSAL CONTAINERS, PARTS AND ACCESSORIES, SHARPS OR EQUAL Sharps Containers SHARPS CONTAINERS available for purchase as follows: 1-Quart -- \$3.95 each or \$99.95/case of 80 (4820 / 31143657) 2.5 Quart--\$4.95 each or \$75.95/case of 30 (4833 / 31143921) 5 Quart -- \$4.95 each or \$95.95/case of 30 (4838 / 31144010)	\$0.000000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			5 Quart -- \$6.95 each or \$79.95/case of 14 (4815 / 31353595)	
			1 Gallon --\$4.95 each or \$79.95/case of 32 (4801 / 31143699)	
			2 Gallon --\$5.95 each or \$85.95/case of 30 (4802 / 31143731)	
			2 Gallon --\$6.95 each or \$79.95/case of 12 (4835 / 31323325)	
			5 Gallon Liquid--\$11.95 each or \$75.95/case of 8 (4875/31143541)	
			7.5 Gallon --\$13.95 each or \$95.95/case of 10 (4807 / 31156550)	
			10 Gallon -- \$14.95 each or \$75.95/case of 6 (4810 / 311436665)	
5	0.00000		4753425	\$0.000000
				\$0.000000
			DISPOSAL CONTAINERS, PARTS AND ACCESSORIES, SHARPS OR EQUAL	
			Sharps Containers	
			SHARPS CONTAINERS available for purchase as follows:	
			10 Gallon Chemo - \$14.95 EA or \$75.95/CS of 6 (4891 / 31159323)	
			12 Gallon - \$14.95 each or \$115.95/case of 10 (4813 / 31307047)	
			19 Gallon - \$29.50 each or \$95.95/case of 5 (4818)	
6	0.00000		94893	\$0.000000
				\$0.000000
			Waste Disposal Services, Medical	
			Medical Waste Pick-Up and Disposal Services	



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TERMS AND CONDITIONS**Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.



Iowa Department of
Administrative Services

General Services Enterprise

Thomas J. Vilsack, Governor
Sally J. Pederson, Lt. Governor

Mollie K. Anderson, Director
Paul F. Carlson, Chief Operating Officer

2008 Update .. Stericycle, Inc. acquires Commodore Medical

Stericycle, Inc.,

Contract Administrator: Eugene Tan, SQG Data Specialist

Phone 847-943-6636 or FAX 800-417-0728 for service implementation or discontinuance.

Customer Service: E-Mail: Customer@Stericycle.com

Phone 866-783-7422 or FAX 800-381-1062

Stericycle, Inc. collects, transports, treats, and disposes of regulated medical waste. Select one container of the four (4) Container options listed below and the specific delivery/pick-up frequency schedule which meets your facility requirements.

Box with Bag: Heavy-Duty Corrugated Cardboard container and red liner in various sizes:



Corrugated BOX

BK13, 1.3 cubic ft., 8-Gallon, 12X12X16
____ 2.25 cubic ft., 25 lb., 12X12X23
BX13, 2.1 cubic ft., 15-Gallon, 16X9X24
____ 4.5 cubic ft., 40 lb., 17X17X24
BX14, 4.3 cubic ft., 30-Gallon, 17X20X22
SXC4, 7 cubic ft., 44 Gallon, 23.5X19.5X26.5

Red Plastic Bag Liner included.

Red Medical Waste Tub:



TUB

-

ST32 3.2 cubic ft., 21 Gallon, 16X16X22
____ 40 lb. capacity, 18X18X24
TB04, 3.7 cubic ft., 28 Gallon, 22X22X22
TB05, 5.3 cubic ft., 40 Gallon, 21X21X28
TB80, 5.5 cubic ft., 41 Gallon, 22X22X26
ST75, 7.5 cubic ft., 48 Gallon, 24X20X27

Extra heavy duty polyethylene container with lid.

Red Plastic Bag Liner included.

96-Gallon Roll-Away Container



Red Color

Polyethylene

2-Caster Base

200 Gallon, Red Roll-Away Container

200 Gallon, Red Roll-Away Container



#A24200, 200 Gallon,

Size 49.5" X 30.2" X 51"

Fits through doorways

Equipped with non-marking wheels 5" X 2"

Impervious to moisture, gasketed and
leak-proof radius bumper design.

**Frequency of container delivery and pick-up at your facility
is available at the following not-to exceed price schedules:**

Container Description >>>>>>>>>> ----- Frequency of Container Delivery and Pick-up:	BOXES Corrugated with Red Liner Size: 12" X 12" X 23" 2.25 cu.ft. .. OR.. 17" X 17" X 23" 4.5 cu.ft... and Red Poly Tub (Snap-On Lid) 18 X" X 18" X 24"	BOXES Corrugated with Red Liner Size: BK13 – 12 X 12 X 16 BX13 – 16 X 9 X 24 BX14 – 17 X 20 X 22 SXC4 – 23 X 19 X 26 and HEAVY DUTY RED WASTE TUBS W / LID STS32 – 16 X 16 X 22 TB04 – 22 X 22 X 22 TB05 – 21 X 21 X 28 TB80 – 22 X 22 X 26 ST75 – 24 X 20 X 27 and MWS-30 Container	96 Gallon ROLL-AWAY Polyethylene Red Plastic Waste TUB with hinged lid and 2-caster base (pictured above)	200 Gallon ROLL-AWAY Polyethylene Red Plastic Waste TUB with hinged lid and 4 caster base (pictured above) and MWS-150 Container
52 per year Once per week <i>Monthly Invoice</i>	\$ 485 per Month for a maximum of ten (10) containers / pick-up	\$ 576 per Month for a maximum of six (6) containers per pick-up	\$ 485 per Month for a maximum of four (4) containers / pick-up	\$ 958.24 per Month for a maximum of six (6) containers per pick-up
26 per year Once every Two (2) weeks <i>Monthly Invoice</i>	\$ 262 per Month for a maximum of ten (10) containers / pick-up	\$ 319.05 per Month for a maximum of six (6) containers per pick-up	\$ 262 per Month for a maximum of four (4) containers / pick-up	\$ 600.00 per Month for a maximum of six (6) containers per pick-up (Price Revised 1-1-2008)
13 per year Once every four (4) weeks <i>Invoiced every 4 weeks</i>	\$ 140 every 4-weeks for a maximum of ten (10) containers / pick-up	\$190.04 every 4-weeks for a maximum of six (6) containers per pick-up	\$ 140 every 4-weeks for a maximum of four (4) containers / pick-up	\$ 285.89 every 4-weeks for a maximum of two (2) containers per pick-up
6 per year Once every Eight (8) weeks <i>Quarterly Invoice</i>	\$ 200 per Quarter for a maximum of eight (8) containers / pick-up	\$ 291.12 per Quarter for a maximum of six (6) containers per pick-up	\$ 200 per Quarter for a maximum of three (3) containers / pick-up	\$ 484.65 per Quarter for a maximum of two (2) containers per pick-up
4 per year Once every Twelve (12) weeks <i>Quarterly Invoice</i>	\$ 148 per Quarter for a maximum of ten (10) containers / pick-up	\$ 200.10 per Quarter for a maximum of six (6) containers per pick-up	\$ 148 per Quarter for a maximum of four (4) containers / pick-up	\$ 323.10 per Quarter for a maximum of two (2) containers per pick-up
Transactional Service Only on an ON-CALL Basis <i>Invoiced / Pick-up</i>	\$ 300 per Pick-Up for a maximum of ten (10) containers / pick-up Additional container are available at \$30 per Container	\$ 45 per Pick-Up for a maximum of six (6) containers per pick-up Additional containers (more than 6) available at \$30 per Container	\$ 300 per Pick-Up for a maximum of four (4) containers / pick-up Additional containers are available at \$55 per Container	\$ 100 per Pick-Up for a maximum of two (2) containers per pick-up Additional containers (more than 2) are available at \$55 per Container

***In addition to the above service,
Bags and Tyco-Kendall Sharps
Medical Waste Containers
are available for purchase
by serviced facilities as listed
below.***



Bags

	Each	Case
38 X 45 .. 3.0 Mil (F169, 100/Case)	\$.78	\$64.95
38 X 45 ... 1.5 mil (F109, 200/Case)	\$.48	\$64.95
25 X 34 (108M, 250/Case)	\$.38	\$39.95
23 X 23..... (R116, 10 roll of 30)	\$5.95	\$49.95
3 Gallon ... (RD630, 10 roll of 20)	\$4.95	\$29.95

Sharps Containers

1 Quart (4820 / 31143657, 80/Case)	\$3.50	\$99.95
2.5 Quart (4833 / 31143921, 30/Case)	\$4.95	\$75.95
5 Quart (4838 / 31144010, 30/Case)	\$4.95	\$95.95
5 Quart (4815 / 31353595, 14/Case)	\$6.95	\$79.95
1 Gallon (4801 / 31143699, 32/Case)	\$4.95	\$79.95
2 Gallon (4802 / 31143731, 30/Case)	\$5.95	\$85.95
2 Gallon (4835 / 31323325, 12/Case)	\$6.95	\$79.95
5 Gallon Liquid (4875 / 31143541, 8/Case)	\$11.95	\$75.95
7.5 Gallon (4807 / 31156550, 10/Case)	\$13.95	\$95.95
10 Gallon (4810 / 31143665, 6/Case)	\$14.95	\$75.95
10 Gallon Chemo (4891 / 31159323, 6/Case)	\$14.95	\$75.95
12 Gallon (4813 / 31307047, 10/ Case)	\$14.95	\$115.95
19 Gallon (4818, 5/Case)	\$29.50	\$95.95